

126

**MEMORANDA  
OF  
UNDERSTANDING**

BETWEEN

**BROOKLYN  
POST OFFICE  
AND  
NATIONAL POSTAL  
MAILHANDLERS UNION**

**DIVISION OF THE LABORER'S  
INTERNATIONAL UNION OF  
NORTH AMERICA  
AFL-CIO LOCAL #300**

MAY 5, 1999



THIS MEMORANDUM OF UNDERSTANDING BECAME  
EFFECTIVE ON May 5, 1999

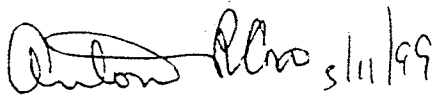
ALL ITEMS CONTAINED HEREIN REFER TO ARTICLE  
30 OF THE 1998 NATIONAL AGREEMENT WHICH  
IDENTIFIES THE 22 SPECIFIC AREAS ELIGIBLE FOR  
LOCAL NEGOTIATIONS. THE NATIONAL  
AGREEMENT PREVAILS IN ALL OTHER AREAS

It is mutually agreed that the present local agreement is to be extended through November 2000.

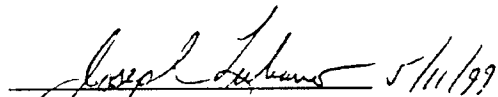
The only exceptions to the present language are those items signed off on below by all parties to the agreement.

These items are attached and identified as:

- A- Duration of choice vacation period
- B- Determination of maximum number of employees

 5/11/99

Antonio A Corso  
Senior Plant Manager  
Brooklyn, P & D Center

 5/11/99

Joseph Lubrano  
Postmaster  
Brooklyn Post Office

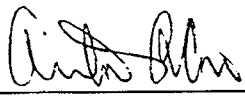
 5/11/99

Thomas Stanziale  
Administrative Vice President  
Local 300 Mailhandlers

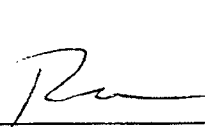
THIS MEMORANDUM OF UNDERSTANDING IS ENTERED INTO ON May 5, 1999, BETWEEN THE REPRESENTATIVES OF THE UNITED STATES POSTAL SERVICE AND THE DESIGNATED AGENT OF THE NATIONAL POSTAL MAILHANDLER'S UNION, LOCAL 300, A DIVISION OF THE LABORER'S INTERNATIONAL UNION OF NORTH AMERICA, AFL-CIO, PURSUANT TO THE LOCAL IMPLEMENTATION ARTICLE OF THE 1998 NATIONAL AGREEMENT. THIS MEMORANDUM OF UNDERSTANDING CONSTITUTES THE ENTIRE AGREEMENT ON MATTERS RELATING TO LOCAL CONDITIONS OF EMPLOYMENT.

FOR THE POSTAL SERVICE

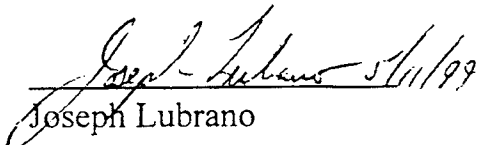
FOR LOCAL 300 MAILHANDLERS

 5/14/99

Antonio R. Corso  
Senior Plant Manager  
Brooklyn, P & D Center

 5/13/99

Thomas Stanziale  
Administrative Vice President  
Local 300 Mailhandlers

 5/11/99

Joseph Lubrano  
Postmaster  
Brooklyn Post Office

MEMORANDA OF UNDERSTANDING  
BETWEEN  
BROOKLYN POST OFFICE  
AND  
NATIONAL POSTAL MAIL HANDLERS UNION

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ITEM A - ADDITIONAL OR LONGER WASH-UP PERIODS

1. Stations and Branches

- Up to five minutes prior to lunch and
- Up to five minutes prior to end of tour

GMF

- Up to ten minutes prior to lunch and
- Up to ten minutes prior to end of tour

2. Mailhandlers who perform dirty work or work with toxic materials shall be granted reasonable time necessary to wash-up.

ITEM B - GUIDELINES FOR THE CURTAILMENT OR TERMINATION OF POSTAL OPERATIONS TO CONFORM TO LOCAL AUTHORITIES OR LOCAL CONDITIONS WARRANT BECAUSE OF EMERGENCY CONDITIONS.

Postal Operations will not be terminated at the Post Office unless the Postmaster/Plant Manager determines that conditions so warrant.

Reasonable consideration shall be given, but not limited to such condition as:

1. The Safety and Health of the Employee
2. Civil Disorders
3. Acts of God
4. Advice of Local Authorities

Management will notify the employees at the earliest possible time of termination or curtailment of Postal Operations. Such notification will be by telephone and / or available media such as Television or radio.

**ITEM C – FORMULATION OF LOCAL LEAVE PROGRAM**

1. Management will excuse 10% of Mailhandler craft employees on each tour, on a seniority basis, with all requests for leave being approved within 48 hours of time of receipt excluding emergencies during other than choice vacation periods. During the month of December and January, the maximum number will be limited to 5% of Mailhandler craft employees. Union officials on Union Business will not be included.
2. When an employee requests annual leave and it is approved, and it is subsequently established that he/she does not have enough annual leave to cover such approved leave, Leave Without Pay (LWOP) shall not be unreasonable denied.

**ITEM D – THE DURATION OF CHOICE VACATION PERIOD**

The vacation period will commence the third week of May through the third week of September for the duration of the Contract.

The vacation period will commence on the following dates:

2000

2001

5-6 THRU 9-8

5-5 THRU 9-7

**ITEM E – THE DETERMINATION OF THE BEGINNING OF AN EMPLOYEE'S VACATION PERIOD:**

For all Mailhandlers with fixed Administrative Workweek, the first day of the employee's workweek shall be the beginning of the vacation period. Exception to this may be granted upon written request and by agreement of the employee, Union Representative and the Employer.



ITEM F - WHETHER EMPLOYEES AT THEIR OPTION MAY REQUEST TWO SELECTIONS DURING THE CHOICE VACATION PERIOD IN UNITS OF EITHER FIVE OR TEN DAYS:

1. No split vacation will be permitted for those assigned periods from the third week in May through the third week in September. Employees at their option may request two selections during the remaining choice period, in units of either five or ten days.
2. Mailhandlers may select a second choice for vacation period as long as such choice does not interfere with the first choice of other Mailhandlers.
3. When an employee is transferred voluntarily or involuntarily from one section/tour to another, he may at his option relinquish his choice vacation and select another open period in the selection or tour within established quotas.
4. The vacation that is left open or if a Mailhandler does not have the time that they bid for, another senior mailhandler in that section may bid for that vacant vacation.

ITEM G - WHETHER JURY DUTY ATTENDANCE AT NATIONAL OR STATE CONVENTIONS SHALL BE CHARGED TO THE VACATION PERIOD:

Jury Duty and attendance at National or State Conventions shall not be charged to the choice vacation period.

**ITEM H – DETERMINATION OF THE MAXIMUM PERCENTAGE OF EMPLOYEES WHO SHALL RECEIVE LEAVE EACH WEEK DURING THE CHOICE VACATION PERIOD:**

The allotted percentage of Mailhandlers who shall receive annual leave each week during the choice vacation period shall be computed according to the following formula for each Tour:

**FORMULA**

<u>2000</u>	<u>2001</u>	<u>%</u>
5-6 THRU 6-2	5-5 THRU 6-1	15
6-3 THRU 6-23	6-2 THRU 6-22	20
6-24 THRU -9-8	6-23 THRU 9-7	20
9-9 THRU 9-15	9-8 THRU 9-14	15

**ITEM I – THE ISSUANCE OF OFFICIAL NOTICE TO EACH EMPLOYEE OF THE VACATION SCHEDULE APPROVED FOR THEM:**

1. Selections must be submitted by March 1<sup>st</sup>. Each Mailhandler will receive a written notification of the choice vacation period granted to them no later than two (2) weeks after the final date of submission.
2. A General Poster of scheduled choice vacation period shall be posted on all Official Bulletin Boards, no later than April 1<sup>st</sup>.

The present form for vacant selections will be continued. Selections must be submitted by March 1<sup>st</sup>. Official notice of approved choice vacation will be posted on the official Mailhandler Bulletin Boards no later than April 1<sup>st</sup>.

**ITEM J- DETERMINATION OF THE DATE AND MEANS OF NOTIFYING EMPLOYEES OF THE BEGINNING OF THE NEW LEAVE YEAR.**

No later than November 1<sup>st</sup>, of each year, Management will notify all employees of the beginning of the New Leave Year by posting such notice on all Bulletin Boards pertaining to the craft. A copy of such posting will be furnished to the Union.

ITEM K - THE PROCEDURES FOR SUBMISSION OF APPLICATIONS FOR ANNUAL LEAVE DURING OTHER THAN THE CHOICE VACATION PERIOD

1. Employees must submit requests for annual leave during other than the choice vacation period at least two [2] weeks prior to the beginning date of such leave (excluding emergencies). Such request shall be approved or disapproved at least 48 hours after submission.
2. Mailhandlers submitting Form 3971 to their Supervisor, a copy will be furnished to that Mailhandler stating approved or disapproved, or if disapproved, state reasons for such disapprovals.

ITEM L - WHETHER OVERTIME DESIRED LISTS IN ARTICLE 8 SHALL BE BY SECTION AND/OR TOUR

Overtime Desired Lists described in Article 8, Section 5 shall be by Tour.

At the GMF, each Tour will have three [3] Overtime Desired Lists. These lists will be identified individually as follows;

Daily Begin Tour Overtime List -- This list will be established for employees who wish to volunteer to perform overtime before their scheduled Tour of duty only; but not volunteer to perform overtime after their scheduled Tour of duty or on their non-scheduled day[s].

Daily After Tour Overtime List -- This list will be established for employees who wish to volunteer to perform overtime after their scheduled Tour of duty only; but not volunteer to perform overtime before their scheduled Tour of duty or on their non-scheduled day[s].

Those employees who wish to volunteer to perform Daily overtime before and after their scheduled Tour of duty must include their name on both lists.

Non-Scheduled Day[s] Overtime List - This list will be established for employees who wish to volunteer to perform overtime on their non-scheduled day[s] only; but not volunteer to perform overtime before and/or after their scheduled Tour of duty.

Those employees who wish to volunteer to perform daily overtime before and/or after their scheduled Tour of duty, and on their non-scheduled day[s], must include their name on all lists.

The implementation of these lists will be monitored and will be a proper subject for a labor/management meeting. Additionally, the establishment of two [2] separate lists for daily overtime for Begin Tour and After Tour will be a proper subject for a labor/management meeting.

ITEM M, N AND O - LIGHT DUTY ASSIGNMENTS - MAILHANDLER CRAFT

- a. Duplicating unit (Relief)
- b. Cloak room
- c. Sweeping mail from manual distribution cases.

In addition, a joint committee of Labor and Management will be continued to explore the possibilities of additional light duty assignments. This will be the subject of an agenda item in a Labor/Management meeting.

ITEM P - THE IDENTIFICATION OF ASSIGNMENTS COMPRISING A SECTION WHEN IT IS PROPOSED TO REASSIGN WITHIN AN INSTALLATION EMPLOYEES EXCESS TO THE NEEDS OF A SECTION:

All operations that are worked by Mail Handlers on a regular basis will be a Section. The above movement will be in accordance with Article 12.3-E4 of the National Agreement.

ITEM Q - THE ASSIGNMENT OF EMPLOYEES PARKING SPACES:

The assignment of a Parking Space for the designated Agent of the Mail Handlers Union will be given where there are Postal Service Parking Spaces available. At the new Brooklyn GMF (2) spaces will be identified.

At present, there is available parking at any station that has a Parking Lot. At the new General Mail Facility, specific spaces will be so designated.

ITEM R - THE DETERMINATION AS TO WHETHER ANNUAL LEAVE TO ATTEND UNION ACTIVITIES REQUESTED PRIOR TO THE DETERMINATION OF CHOICE VACATION SCHEDULE IS TO BE PART OF THE CHOICE VACATION PLAN:

Annual Leave will be granted to Union Representatives and up to an additional Five (5) Mail Handlers and will be excluded from the choice vacation plan when request is made prior to the determination of the choice vacation schedule.

Consideration will be given for additional Mail Handlers subject to business conditions.

ITEM S - THOSE OTHER ITEMS WHICH ARE SUBJECT TO LOCAL  
NEGOTIATIONS AS PROVIDED IN THE NATIONAL AGREEMENT. ARTICLES  
12.3; 3c; 3E3e; 4.6C4a; 13.3

1. The principle of posting will strictly comply with dictates of Article 12.3 (posting) found in the National Agreement.

2. All Regular Mail Handler positions will be Bid Assignments.

3. Posting and Bidding for Mail Handler Bid Assignments will be City Wide.

4. Preferred duty assignments, as defined by Article 12, Section 2D4 within a Tour will be posted only for the Tour. The Senior applicant will be awarded the position.

5. For purposes of Posting and Bidding the following Sections have been identified:

BROOKLYN GPO

INCOMING (By Tour - 1,2,3)  
OUTGOING (By Tour - 1,2,3)  
PLATFORM (By Tour - 1,2,3)

Each Carrier Station will be considered a separate section.

6. Regional Instruction #399 will be followed in identifying Mail Handler Bid Assignments.

**ITEM T - LOCAL IMPLEMENTATION OF THIS AGREEMENT RELATING TO SENIORITY, REASSIGNMENTS AND POSTING.**

1. When it is proposed to permanently excess F/T Mail Handlers from one section to another within the installation, management will meet with the union. Such reassignment will not be implemented prior to the movement of all casuals and PTFs from the section.

2. Sections are as defined in Item P of this Local Agreement.

3. When it is necessary to temporarily reassign Full-Time Regular Mail handlers outside of his/her section, the movement shall be in the following sequential order.

- a. F/T volunteers by seniority
- b. PTF volunteers
- c. Casuals
- d. Employees from other crafts performing Mail Handler work
- e. PTF's
- f. Regular Mail Handlers in inverse seniority